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June 20, 2025

VIA ECF

The Honorable Jennifer H. Rearden, U.S.D.J.
Daniel Patrick Moynihan
United States Courthouse
500 Pearl St.
New York, NY 10007-1312

**Re: *Tecspec LLC, et al. v. Michael Donnolo, et al.*
 Civil Action No. 24 Civ. 8077 (JHR)**

Dear Judge Rearden:

This law firm represents Defendants/Counterclaim Plaintiffs Braya Concepts LLC, Braya Machine Company LLC, Braya Systems LLC, and Braya Ventures LLC (collectively, the “Braya Entities”), as well as John Michael Long, Joshua Donnolo, and Michael Donnolo (collectively with the Braya Entities, “Counterclaim Plaintiffs”) in the above-referenced matter. We submit this letter in connection with our motion filed today seeking temporary and preliminary injunctive relief against Plaintiffs/Counterclaim Defendants Richard Rose, Robert Senia, Ralph Schlenker, SRS Enterprises Inc., SRS Enterprises, NJ LLC, HVAC Service Associates and SRS Research LLC (“Plaintiffs/Counterclaim Defendants”).

Pursuant to Rule 4 of Your Honor’s Individual Rules and Practices in Civil Cases, no notice to Plaintiffs/Counterclaim Defendants prior to the filing of the motion is necessary because the requirements of Federal Rule of Civil Procedure 65(b) are satisfied. As detailed in the accompanying papers, including the Declaration of John Michael Long, dated June 17, 2025 (“Long Dec.”) and Declaration of Matthew S. Blum, dated June 20, 2025 (“Blum Dec.”), Plaintiffs/Counterclaim Defendants have already begun writing threatening letters to Braya’s actual and potential customers, specifically one dated June 17, 2025 (“Threat Letter”) and falsely stating that the Braya Entities and their principals are subject to the preliminary injunction issued by this Court on June 6, 2025 (ECF No. 147) (the “June 6 Decision”). Advance notice of this application would embolden those efforts and result in further irreparable harm. *See* Long Dec., ¶¶ 15-22; *see also* Blum Dec., ¶¶ 4-8; Exhibit A, where to a true and accurate redacted copy of the Threat Letter is annexed. In short, notice would accelerate the campaign of Plaintiffs/Counterclaim Defendants to disrupt as many of the Braya Entities’ customer relationships as possible, with the hope that the damage they do cannot be undone.

The instant motion is necessitated by Plaintiffs/Counterclaim Defendants’ deliberate misinterpretation of the June 6 Decision. Although that Order enjoins only Michael Donnolo, Plaintiffs are now representing, both publicly and in communications with third parties, that the



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injunction applies to the Braya Entities as well. *See* Long Dec., ¶¶ 15-22; *see also* Blum Dec., ¶¶ 4-8; Exhibit A. They have used that misrepresentation to disrupt Braya's business operations and interfere with customer relationships, in an effort to obtain through market intimidation what they were denied by this Court's ruling.

Accordingly, we respectfully ask the Court to, in addition to issuing the temporary restraining order, confirm and clarify that the June 6 Decision: (i) applies only to Defendant/Counterclaim Plaintiff Michael Donnolo and does not apply to any of the other Defendants/Counterclaim Plaintiffs, including the Braya Entities; and (ii) does not apply to nor enjoin the Braya Entities' performance of contracts or their business operations in any way.

We thank the Court for its attention to this matter.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Matthew Blum", with a stylized flourish extending to the right.

Matthew Blum